

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Lehman Brothers Holdings Inc., et al.

Debtors.

)
) Chapter 11
)
) Case No. 08-13555 (JMP)
)
) Jointly Administered
)

Proof of Claim No.: 45214
Amount of Claim Transferred: EUR 185,000
which is the equivalent of US \$262,718.50 plus
all accrued and unpaid interest, fees and any
other recovery or return due

**NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY
PURSUANT TO FRBP RULE 3001(e)(2)**

TO: TRANSFEROR: NEWFINANCE ALDEN SPV
34th Floor, 885 Third Avenue
New York, NY 10022
Attention: Ithran Olivacce
Telephone: 212-888-7214
E-mail: iolivacce@aldenglobal.com

PLEASE TAKE NOTICE of the transfer of all right, title and interest in Claim No. **45214** against Lehman Brothers Holdings Inc. in the amount of **EUR 185,000 which is the equivalent of US \$262,718.50 plus all accrued and unpaid interest, fees and any other recovery or return due** as evidenced by the attached Evidence of Transfer of Claim to:

TRANSFeree: LIQUIDATION OPPORTUNITIES MASTER FUND, L.P.
34th Floor, 885 Third Avenue
New York, NY 10022
Attention: Ithran Olivacce
Telephone: 212-888-7214
E-mail: iolivacce@aldenglobal.com

No action is required if you do not object to the transfer of the claim as described above. **IF YOU OBJECT TO THE TRANSFER OF THE TRANSFERRED CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

- FILE A WRITTEN OBJECTION TO THE TRANSFER WITH THE COURT
- SEND A COPY OF YOUR OBJECTION TO THE TRANSFeree
- IF YOU FILE AN OBJECTION, A HEARING WILL BE SCHEDULED
- IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFeree WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING

Clerk of the Court

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, NewFinance Alden SPV ("Assignor") hereby unconditionally and irrevocably sells, transfers and assigns to Liquidation Opportunities Master Fund, L.P. (the "Assignee"), and Assignee hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage of the principal/notional amount, each as specified in Schedule 1 ("Schedule 1") attached hereto (collectively, the "Assigned Claim"), in Assignor's right, title and interest in and to those Proof of Claim Numbers listed in Schedule 1, filed by or on behalf of Assignor or Assignor's predecessor in interest (collectively, the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Assignor relating to the Assigned Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Assigned Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Assigned Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Assigned Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Assigned Claim, and (iv) any and all of Assignor's right, title and interest in, to and under the transfer agreements, if any, under which Assignor or any prior Assignor acquired the rights and obligations underlying or constituting a part of the Assigned Claim, but only to the extent related to the Assigned Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Assigned Claim and specified in Schedule 1 attached hereto.

2. Assignor hereby represents and warrants to Assignee that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Assignor owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Assignor or against Assignor; (d) Assignor is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Assigned Claim specified in Schedule 1 attached hereto; and (f) Assignor has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Assignee receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors. Notwithstanding anything to the contrary contained herein or in any related document, Assignee is required to notify Assignor of any objection or other challenge to the transferred Claims and shall not settle any such objection or challenge without Assignor's written consent, such consent not to be unreasonably withheld.

3. Assignor hereby waives any objection to the transfer of the Transferred Claims to Assignee on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Assignor by Assignee for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Assignee agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Assignor

acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Assignor transferring to Assignee the Transferred Claims, recognizing Assignee as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Assignee.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Assignee shall be entitled to transfer its rights hereunder without any notice to or the consent of Assignor. Assignor hereby agrees to indemnify, defend and hold Assignee, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, in an amount not to exceed the purchase price paid for the Assigned Claim, including, without limitation, reasonable attorneys' fees and expenses, which result from Assignor's breach of its representations and warranties made herein.

5. Assignor shall promptly (but in any event no later than seven (7) business days) remit any payments, distributions or proceeds received by Assignor in respect of the Transferred Claims to Assignee. Assignor has transferred, or shall transfer as soon as practicable after the date hereof, to Assignee each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Assignee may designate in writing to Assignor. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Assignor and Assignee agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Assignor's and Assignee's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Assignor and Assignee each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 3rd day of December, 2012.

NEWFINANCE ALDEN SPV

By: Alden Global Capital Limited, its Trading Advisor

By: Alden Global Capital LLC, its sub-adviser

By: 

Name: Jason Pecora

Title: Managing Director

34th Floor, 885 Third Avenue,
New York, NY 10022

**LIQUIDATION OPPORTUNITIES MASTER
FUND, L.P.**

By: Alden Global Capital Limited, its investment adviser

By: Alden Global Capital LLC, its sub-adviser

By: 

Name: Jason Pecora

Title: Managing Director

34th Floor, 885 Third Avenue,
New York, NY 10022

Schedule I

Transferred Claims

Lehman Programs Securities to which Transfer Relates

Outstanding Amount of Claim Proof of Claim assigned, as of the date of this Agreement)	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
EUR 185,000 which is the equivalent of US\$ 262,718.50 plus all accrued and unpaid interest, fees and any other recovery or return due	45214	[]	XS0305948860	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 185,000 which is the equivalent of US\$ 262,718.50	[]	[]	[]
US\$25,000 plus all accrued interest, fees, and recoveries due	44983		XS0275062916	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$25,000			
	62870		XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 4,300 which is the equivalent of US\$6,124.49			
	62870		XS0368249487	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$5,500			
	62870		CH0027120978	Lehman Brothers	Lehman Brothers	EUR 21,400 which is the equivalent of			

Outstanding Amount of Proof of Claim assigned, as of the date of this Agreement)	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
US\$86,599.10, plus all accrued and unpaid interest, fees and any other recovery or return due				Treasury Co. B.V.	Holdings Inc.	US\$30,480.02			
	62870		XS0368298187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 3,300 which is the equivalent of US\$4,700.19			
	62870		XS0325475084	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$6,300			
	62870		XS0327687843	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$3,000			
	62870		XS0331533330	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,400 which is the equivalent of US\$7,121.50			
	62870		XS0329284987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$6,100			
	62870		XS0329288384	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$2,000			
	62870		XS0334446134	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$5,000			
	62870		XS0345320799	Lehman	Lehman	EUR 3,000 which is			

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Outstanding Amount of Proof of Claim assigned, as of the date of this Agreement)	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
				Brothers Treasury Co. B.V.	Brothers Holdings Inc.	the equivalent of US\$ 4,272.90			
	62870		XS0345320872	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$6,000			
US\$27,189.00, plus all accrued interest, fees and recoveries due	35550		XS0162289663	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	1.2667% of XS0162289663 under the Proof of Claim 35550 which is EUR 19,000 (US\$27,189.00)			
US\$18,962.95, plus all Accrued interest, fees and recoveries due	35551		XS0163559841	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	1.30% of XS0163559841 under the Proof of Claim 35551 which is EUR 13,000 (US\$18,962.95)			
US\$544,598.04, plus all Accrued interest, fees and recoveries due	35552		XS0286529093	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	1.263333% of XS0286529093 under the Proof of Claim 35552 which is EUR 379,000			
US\$100,000, plus all accrued interest, fees and recoveries due.	44509		XS0336556146	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	1.5151% of XS0336556146 under the Proof of Claim 44509 which is US\$100,000			
US\$24,875.00	44978		XS0294325203	Lehman Brothers	Lehman Brothers	100% of ISIN/CUSIP			

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Outstanding Amount of Proof of Claim assigned, as of the date of this Agreement)	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
				Treasury Co. B.V.	Holdings Inc.	XS0294325203 under the Proof of Claim 44978, which is \$25,000.00			
US\$63,000.00, plus all accrued interest, fees and recoveries due	44979		XS0312058752	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	1.26% of ISIN/CUSIP XS0312058752 under the Proof of Claim 44979, which is US\$63,000.00			
US\$25,403.12, plus all accrued interest, fees, and recoveries due	44980		XS0336248322	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$25,403.12, plus all accrued interest, fees, and recoveries due			
US\$ 37,810.00, plus all accrued interest, fees and recoveries due	44981		XS0342406476	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	1.266667% of XS0342406476 under the Proof of Claim 44981 which is US\$ 37,810.00			
US\$ 64,000, plus all accrued interest, fees and recoveries due	44984		XS0269787858	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	1.28% of XS0269787858 under the Proof of Claim 44984 which is US\$ 64,000			
US\$38,000, plus all accrued interest, fees and recoveries due	44985		XS0291145364	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	1.26667% of XS0291145364 under the Proof of Claim 44985 which is US\$38,000			
US\$35,607.5	50472		XS0306226696	Lehman Brothers	Lehman Brothers	EUR 25,000.00. Which is 1.25% of			

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Outstanding Amount of Proof of Claim assigned, as of the date of this Agreement)	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
				Treasury Co. B.V.	Holdings Inc.	the outstanding claim amount			
US\$127,544.29 (which includes US\$1,544.29 of accrued interest in relation thereto as of September 15, 2008)	50717		XS0314746479	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$126,000.00	3 month US\$ Libor BBA 1.53% per annum		US\$122,562.5
US\$255,721.33 (which includes US\$2,721.33 of accrued interest in relation thereto as of September 15, 2008)	50717		XS0313734922	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$253,000.00	3 month US\$ Libor BBA 1.53% per annum		US\$215,125.00
US\$127,364.74 (which includes US\$1,364.74 of accrued interest in relation thereto as of September 15, 2008)	50717		XS0313737271	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$126,000	3 month US\$ Libor BBA 1.53% per annum		US\$108,312.50
US\$2,955,289.05	58568		DE000A0MJHE1	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	2,000 securities (equivalent to EUR 2,000,000)			
US\$16,000.00	58808		XS0303865074	Lehman Brothers	Lehman Brothers	US\$16,000.00			

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Outstanding Amount of Proof of Claim assigned, as of the date of this Agreement)	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
				Treasury Co. B.V.	Holdings Inc.				
US\$13,000.00	58811		XS0327055371	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$13,000.00			
US\$126,000.00	58890		XS0278638258	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$126,000.00			
EUR100,000.00	59233		XS0313532623	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 100,000			
US\$271,699.20	60638		XS0300460721	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 192,000 (equivalent to US\$ 271,699.20 @ 1.4151)			
US\$60,424.87	60696		XS0294024004	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 38,000 (equivalent US\$ 33,909.51)			
US\$28,000 plus all interest related thereto	62901		XS0306341958	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$28,000			
US\$38,000 plus all interest related thereto	62901		XS0303764129	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$38,000.00			
US\$161,000.00	66286		US52519VAR78	Lehman	Lehman	US\$161,000.00			

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Outstanding Amount of Proof of Claim assigned, as of the date of this Agreement)	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
plus all accrued interest, fees and recoveries due				Brothers Treasury Co. B.V.	Brothers Holdings Inc.				
EUR 212,000.00 equivalent to US\$300,510.00 plus all interest related thereto	66962		XS0286531156	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 212,000 (equivalent if US\$ 300,510.00)			
US\$1,000,000 plus any accrued interest	67183		XS0226711629	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	US\$1,000,000.00			

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